

12-14 SHERMAN STREET

CITY OF PORTLAND, MAINE
Department of Building Inspection



Certificate of Occupancy

LOCATION 12-14 Sherman Street

Date of Issue Oct. 6, 1983

Issued to Portland West Neighborhood Planning Council

This is to certify that the building, premises, or part thereof, at the above location, built—altered—changed as to use under Building Permit No. 82- 558 has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

Basement Area

Community Center

Limiting Conditions:

This certificate supersedes
certificate issued

Approved:

(Date)

10-4-83

Inspector

[Signature]
Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

APPLICATION FOR PERMIT

B.O.C.A. USE GROUP R-2
 B.O.C.A. TYPE OF CONSTRUCTION 308 00558
 ZONING LOCATION PORTLAND, MAINE May 5, 1982

PERMIT ISSUED
 JUL 16 1982
 CITY OF PORTLAND

To the CHIEF OF BUILDING & INSPECTION SERVICES, PORTLAND, MAINE
 The undersigned hereby applies for a permit to erect, alter, repair, demolish, move or install the following building, structure, equipment or change use in accordance with the Laws of the State of Maine, the Portland B.O.C.A. Building Code and Zoning Ordinance of the City of Portland with plans and specifications, if any, submitted herewith and the following specifications:

LOCATION 12-14 Sherman Street
 1. Owner's name and address Portland West Neighborhood Planning Council Fire District #1 #2
 Telephone 775-0105
 2. Lessee's name and address 155 Brackett St., City 04102 Telephone
 3. Contractor's name and address 2 Stanford 799-0411 Telephone
 Proposed use of building 5 units, 1st & 2nd fl. & Community Bldg. in base No. of stories
 Last use Community Building No. families
 Material Heat Style of roof Roofing
 Other buildings on same lot
 Estimated contractual cost \$ 135,000

FIELD INSPECTOR—Mr. @ 775-5451
 Appeal Fees \$ 25.00
 Base Fee 685.00
 Late Fee 25.00
 TOTAL \$ 710.00

Change of Use from Community Building to 5 units which include the first and second floor, and Community Building in the basement, as per plan.

(ISSUE PERMIT TO #1) Appeal sustained 6-3-82 Stamp of Special Conditions

NOTE TO APPLICANT: Separate permits are required by the installers and subcontractors of heating, plumbing, electrical and mechanicals.

PERMIT ISSUED WITH LETTER

DETAILS OF NEW WORK

Is any plumbing involved in this work? Is any electrical work involved in this work?
 Is connection to be made to public sewer? If not, what is proposed for sewage?
 Has septic tank notice been sent? Form notice sent?
 Height average grade to top of plate Height average grade to highest point of roof
 Size, front depth No. stories solid or filled land? earth or rock?
 Material of foundation Thickness, top bottom cellar
 Kind of roof Rise per foot Roof covering
 No. of chimneys Material of chimneys of lining Kind of heat fuel
 Framing Lumber—Kind Dressed Size Corner posts Sills
 Size Girder Columns under girders
 Studs (outside walls and carrying partitions) 2x4-16" C. C. Bridging in every floor and flat roof span over 8 feet.
 Joists and 1st floor 2nd 3rd roof
 On centers: 1st floor 2nd 3rd roof
 Maximum span: 1st floor 2nd 3rd roof
 If one story building with masonry walls, thickness of walls? height?

IF A GARAGE

No cars now accommodated on same lot (to be accommodated) number commercial cars to be accommodated
 Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building?

APPROVALS BY:
 BUILDING INSPECTION—PLAN EXAMINER DATE
 ZONING
 BUILDING CODE
 Fire Dept.:
 Health Dept.:
 Others:

MISCELLANEOUS
 Will work require disturbing of any tree on a public street?
 Will there be in charge of the above work a person competent to see that the State and City requirements pertaining are observed?

Signature of Applicant James V. Oliver Phone # 775-4000
 Type Name of above James Oliver for Portland West Neighborhood Planning Council Other
 and Address

FIELD INSPECTOR'S COPY APPLICANT'S COPY OFFICE FILE COPY

Permit No. 82/5589
 Location 12-14 Shilman St
 Owner Portland Irish Neighborhood
 Date of permit 5-5-82
 Approved 7-16-82
 Dwelling _____
 Garage _____
 Alteration Change of use

NOTES

4/10/82 - measure and paint on - base to be
 on 1st and 2nd floors and all framing up
 to 2nd floor.
 4/20/82 - all electrical, painting in
 kitchen, bathroom. Will be done in June
 or July of '82.
 5/28/82 - Septs are all OK - also OK -
 plumbing - W.D. needs minimum breakers
 at kitchen sink. 1/2" rated ceiling being
 installed. 1/2" - Contracted for Collins for OK
 on partitions, basement, painting
 and split-rail fence on West side
 of lot. condition OK - GB
 7/1/82 - Drains OK plumbing -
 So CO will be issued for
 5 Schurberg units only
 plumbing, floors, electric
 to be done by 8/1/82. Emergency
 light fixture signs to be in before
 basement community center is all
 be issued in occupancy.
 8/15/82 - finishing construction of
 7/8/82 CO laws not here
 units - see attached. Let's go
 4/20/82 - call from MSUA - Peter
 West. Can applied for extension
 7/8/82
 6/15/82 - Jones called about
 plan OK for extension to 7/15/82
 7/19/82 - work in progress - GB
 on house plans.



CITY OF PORTLAND

JOSEPH E. GRAY, JR.
DIRECTOR OF PLANNING
AND URBAN DEVELOPMENT

June 16, 1983

Maine State Housing Authority
320 Water Street
Augusta, Maine 04330

RE: 12 - 14 Sherman Street, Portland, Maine 04101

Dear Sirs:

Enclosed you will find a copy of the Conditional Certificate of Occupancy, dated March 8, 1983, and the copy of a letter, dated 6/16/83, sent to Portland West Neighborhood Council.

If the limiting conditions are not met by June 27, 1983, you will be asked to vacate the building.

Please feel free to contact our office regarding this matter.

Sincerely,

Gayton C. Bartlett
GAYTON C. BARTLETT,
CODE ENFORCEMENT OFFICER

GCB/mlb

ENCS.

CC: P. S. Hoffses, Chief of Inspector Services
Joseph E. Gray, Jr., Director of Planning & Urban Development



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION, 12-14 Sherman Street

Issued to Portland West Neighborhood Planning Council Date of Issue March 3, 1983

This is to certify that the building, premises, or part thereof, at the above location, built—altered—changed as to use under Building Permit No. 82-558, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

1st & 2nd floors

5 Units

- Limiting Conditions:
1. All plantings and finished landscaping to be completed by 6-1-83
 2. 3' split-rail, cedar fence along western line to be completed by 6-1-83
 3. Community space must have emergency lighting and exit signs before we will release for occupancy

This certificate supersedes certificate issued

Approved:

3/7/83 *Barbara J. ...*
(Date) Inspector

James V. Collins, Sr.
James J. ...
Inspector of Buildings

Notes: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.



CITY OF PORTLAND

JOSEPH E. GRAY, JR.
DIRECTOR OF PLANNING
AND URBAN DEVELOPMENT

June 16, 1983

Portland West Neighborhood Planning Council
155 Brackett Street
Portland, Maine 04102

Sirs:

Upon re-inspection of this premises on June 15, 1983, it was noted that all plantings, finish landscaping and the split-rail fence called for in the plans, and made a limiting condition of a Certificate of Occupancy, dated March 8, 1983, have not been met.

Therefore, you are hereby ordered to complete this work by June 27, 1983, or the Conditional Certificate of Occupancy will be revoked and the building will have to be vacated.

If there is no compliance, court action will also be started.

Please contact myself or Sam Hoffses if you have any questions regarding this matter.

Sincerely,

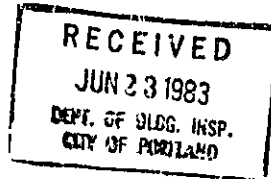
Gayton C. Bariletti
GAYTON C. BARILETTI,
CODE ENFORCEMENT OFFICER

GCB/mlb

CC: Sam Hoffses, Chief of Inspection Services
Joseph E. Gray, Director of Planning & Urban Development



Portland West Neighborhood Planning Council
155 Brackett St. - Portland, Maine 04102 • Tel: 775-0105



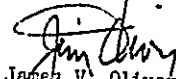
June 21, 1983

Gayton C. Bartlett
Code Enforcement Officer
City of Portland
389 Congress Street
Portland, Maine 04101

Dear Gayton,

We requested on June 10th an extension on the work to be completed on our property at 12 -14 Sherman Street. Ms. Lila Gunn, Program Officer of the Maine State Housing Authority, has informed us that due to the rainy spring weather an extension to July 15th has been granted on the project.

Sincerely,


James V. Oliver
Executive Director



MAINE STATE
HOUSING
AUTHORITY

July 5, 1983

Mr. James V. Oliver
Portland West Neighborhood
Planning Council
155 Brackett Street
Portland, ME 04101

Re: Incomplete Work Escrow

Dear Jim:

In response to your June 10 request, the Authority hereby extends the deadline for completion of all work items described in the Incomplete Work Escrow, copy attached, to July 15, 1983.

Please contact Gloria Campbellton of this office to schedule the final inspection.

Very truly yours,

Lila Gunn
LILA GUNN
Program Officer

LG/bab
Enclosure

3/28/93

Sam told me today to
contact Mr. Mittel if any
change of plans (ie. the
fence) is initiated by the
West Neighborhood Council.



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 12-14 Sherman Street

Issued to Portland West Neighborhood Planning Council
Date of Issue March 8, 1983

This is to certify that the building, premises, and part thereof, at the above location, built—altered—changed as to use under Building Permit No. 82-553 and final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

- 1st & 2nd floors 5 Units
- Limiting Conditions:
1. All plantings and finished landscaping to be completed by 6-1-83
 2. 3 1/2' split-rail, cedar fence along western line to be completed by 5-1-83
 3. Community space must have emergency lighting and exit signs before we will release for occupancy

This certificate supersedes certificate issued

Approved: 3/7/83 *Wayton C. Bontoux*
Inspector

James V. Collins, Sr.
Samuel J. Ruffe
Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.



CITY OF PORTLAND

JOSEPH E. GRAY, JR.
DIRECTOR OF PLANNING
AND URBAN DEVELOPMENT

July 16, 1982

Portland West Neighborhood
Planning Council
155 Brackett Street
Portland, ME 04102

Dear Sir;

Your application for a building permit to change 12-14 Sherman Street from a community building to (5) five dwelling units is being issued with the following requirements:

- ✓ 1. Floor/ceiling assemblies between dwelling units and between a dwelling unit and a public or service area within the structure shall have an impact insulation class (IIC) rating of not less than 45 tested in accordance with ASTM E 492.
- ✓ 2. Walls, partitions and floor/ceiling assemblies separating dwelling units from each other or from public or service areas shall have a sound transmission class (STC) of not less than 45 for airborne noise when tested in accordance with (ASTM E90). This requirement shall not apply to dwelling unit entrance door, but such door shall be tight fitting to the frame and sill.
- ✓ 3. The standard of material ventilation for all habitable and occupiable rooms shall be based on a volume of 400 cubic feet of air per occupant with ventilating skylights, monitors, louvers, windows, transoms, doors or other alternate ventilating devices located in the exterior walls or on the roof of the building. When natural light and ventilation do not meet the minimum requirements artificial light and mechanical means of ventilation must be used.
- ✓ 4. Smoke detectors are required in all apartment units. The detectors shall be placed in a location which will protect the sleeping area.
- ✓ 5. All vertical openings (stairways) shall be enclosed with construction having a fire rating of at least one hour.

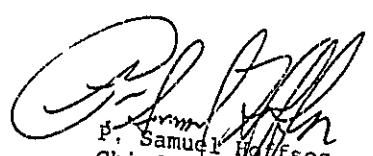
Portland West Neighborhood
Planning Council

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July 17, 1982

- ✓ 6. Door leading from the apartment units to the corridors shall be twenty (20) minute rated fire doors.
- 3/4/82 (WBS) ✓ 7. Community space must have emergency lighting and exit signs.
- ✓ 8. Storage and laundry rooms will have smoke detectors.
- ✓ 9. Doors on storage and laundry will be 1 hr. fire rated doors with self losers.

If you have any questions on these requirements, please call this office.

Sincerely,


P. Samuel Hoffses
Chief of Inspections

PSH/jmv

Applicant: PORTLAND WEST NEIGHBORHOOD PLANNING COUNCIL
Address: 12-14 SHERMAN ST Date: 5/5/82
Assessors No.: 36-F-8

CHECK LIST AGAINST ZONING ORDINANCE

Date -

Zone Location - R-6

Interior ~~or corner~~ lot -

40-ft. setback area (Sect

Use - CHANGE OF USE OF THE 1ST & 2ND FLOOR TO 5 ARTS.

Sewage Disposal FROM SOCIAL & RECREATIONAL FACILITY

Rear Yards -

Side Yards -

Front Yards -

Projections -

Height -

Lot Area - 5000 sq

Building Area -

Area per Family - 5000 sq - 5000 sq MIN

Width of Lot -

Lot Frontage

602.14 B.I.
Off-street Parking - 2 RE P.

Loading Bays -

Site Plan -

Shoreland Zoning -

Flood Plains -

PERMIT ISSUED
WITH LETTERS

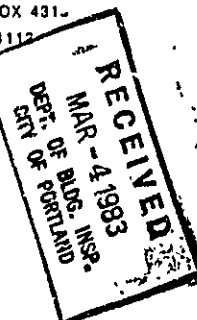
SEWALL MITTEL & HEFFERAN

ATTORNEYS AT LAW
178 MIDDLE STREET - BOX 431
PORTLAND, MAINE 04112

(207) 775-3101

LOFAL F. SEWALL
ROBERT EDMOND MITTEL
GEORGE S. HEFFERAN JR.
MICHAEL P. ASEN
FRANKLIN M. WALKER, JR.

March 3, 1983



DAMARISCOTTA OFFICE
BRISTOL ROAD
P O BOX 38
DAMARISCOTTA MAINE 04843
(207) 553-8365

Mr. Gayton Bartlett
Office of the Building Inspector
389 Congress Street
Portland, Maine 04101

Dear Mr. Bartlett:

I represent the owner of the property adjacent to a property located at 14 Sherman Street presently being renovated by the Portland West Neighborhood Council. My client objects to issuance of either a conditional or permanent certificate of occupancy until the fence between my client's property and 14 Sherman Street, presently required by the City, is constructed.

Please advise me immediately if you decide to issue either of those permits.

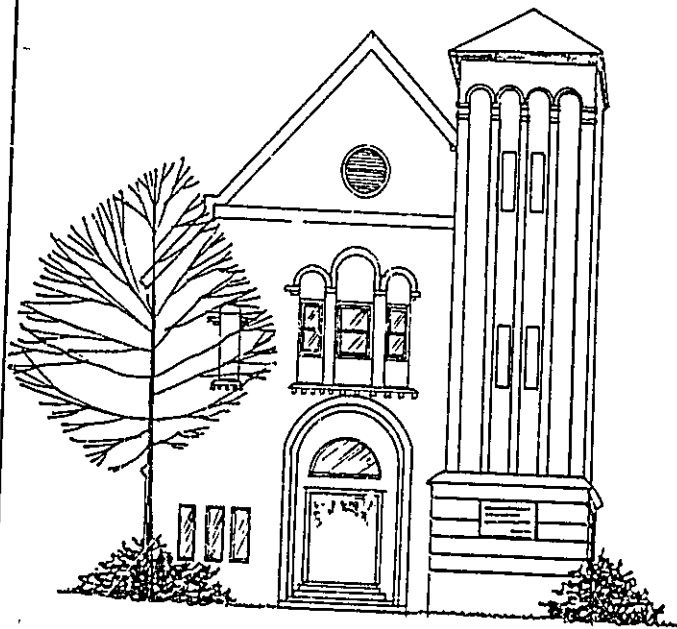
Sincerely,

A handwritten signature in dark ink, appearing to be "R. Edmond Mittel".

Robert Edmond Mittel

REM/prm

cc: David Lourie, Esq.
Jim Oliver



14 Sherman Street
PORTLAND, MAINE

PERMIT ISSUED
WITH LETTER

OWNER PORTLAND WEST NEIGHBORHOOD PLANNING COUNCIL
ARCHITECT KEANE ASSOCIATES
CONTRACTOR GEORGE H. STANFORD, INC.

MSHA 8-1070F

RECEIVED
JUL 13 1982
DEPT. OF BLDG. INSP.
CITY OF PORTLAND

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APPENDIX A

FOURTEEN SHERMAN STREET
MSHA Project No. 8-1070F
Portland, Maine

Developer: Portland West Neighborhood Planning Council
Architect: Keane Associates

I certify to my best belief that the attached documents listed below are completed working drawings and specifications, and meet the requirements of the Maine State Housing Authority described in the current edition of the Design and Construction Handbook, and satisfy the requirements of this submission for Working Drawings and Specifications. I further certify that these Working Drawings and Specifications are consistent with the Proposal approved by HUD, and that the proposed construction and rehabilitation in accordance with these plans and specifications is permissible under the applicable zoning, building, housing, and other codes, ordinances, or regulations as modified by any waivers obtained from the appropriate officials.

I further certify to my best belief that the Working Drawings and Specifications are in compliance with the Maine State Housing Authority Design and Construction Standards, and the appropriate HUD Minimum Property Standards or the HUD Guidelines for Rehabilitation for Residential Properties. I take responsibility for the correction of any problems of construction arising from errors or omissions of these Working Drawings and Specifications.

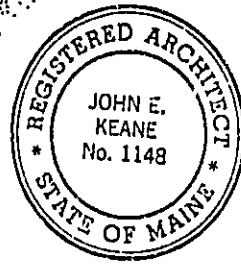
<u>Name of Document</u>	<u>Date</u>	<u># of sheets</u>
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APPENDIX A (cont)

signed: John E. Keane

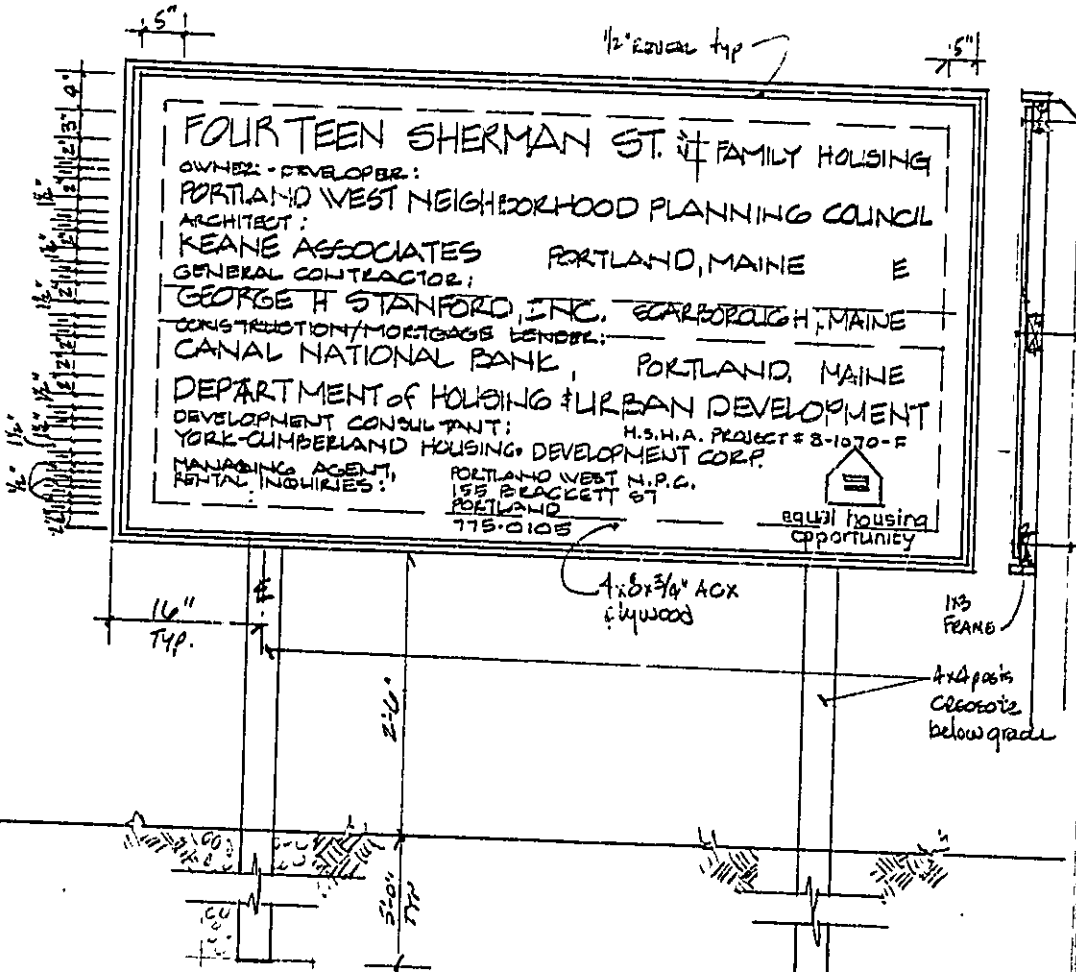
Date: _____

Architect's Seal



FOURTEEN SHERMAN STREET
MSHA Project No. 8-1070F
Portland, Maine

1. Architect
2. Owner
3. Contractor
4. Mortgagee
5. Bonding Company
6. Maine State Housing Authority



NOTES:
 ALL LETTERING TO BE HELVETICA MED. UPPER CASE
 LETTER HEIGHTS & SPACINGS AS SHOWN
 PAINT: PRATT LAMBERT EXT. SEMI-GLOSS
 1 COAT PRIME - 2 COATS FINISH
 COLORS: SIGN - P&L #7104 - OLD RED
 LETTERS - SEMI-GLOSS WHITE
 FRAME - SEMI-GLOSS BLACK
 REVEAL - " " "
 POSTS - " " "

BRACE SIGN
 AS REQ'D.

KA KEANE ASSOCIATES
 ARCHITECTURAL DESIGN • SPACE PLANNING

PROJECT SIGN
 SCALE: 3/4" = 1'-0"
 DATE:
 JOB NO: 8119

22 MONUMENT SQUARE PORTLAND MAINE 04101 773-0577

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A201

**General Conditions of the Contract
for Construction**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION*

**1976 EDITION
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This document has been approved and endorsed by The Associated General Contractors of America.

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, but the Architect shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications and copies thereof furnished by the Architect are and shall remain his property. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Architect on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's common law copyright or other reserved rights.

ARTICLE 2

ARCHITECT

2.1 DEFINITION

2.1.1 The Architect is the person lawfully licensed to practice architecture, or an entity lawfully practicing architecture identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect or his authorized representative.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract as hereinafter described.

2.2.2 The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded

through the Architect. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.18.

2.2.3 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.4 The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.

2.2.6 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.

2.2.8 The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Architect for such interpretations.

2.2.9 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not

show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.2.11 The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 Any claim, dispute or other matter in question between the Contractor and the Owner referred to the Architect, except those relating to artistic effect as provided in Subparagraph 2.2.11 and except those which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.9.4 and 9.9.5, shall be subject to arbitration upon the written demand of either party. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Architect has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered his written decision by that date. When such a written decision of the Architect states (1) that the decision is final but subject to appeal, and (2) that any demand for arbitration of a claim, dispute or other matter covered by such decision must be made within thirty days after the date on which the party making the demand receives the written decision, failure to demand arbitration within said thirty days' period will result in the Architect's decision becoming final and binding upon the Owner and the Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to all parties concerned.

2.2.13 The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.13, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.2.14 The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.15 The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.7.

2.2.16 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

2.2.17 If the Owner and Architect agree, the Architect will provide one or more Project Representatives to assist the Architect in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.2.18 The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Architect.

2.2.19 In case of the termination of the employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the former architect. Any dispute in connection with such appointment shall be subject to arbitration.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Agreement or to commence the Work.

3.2.2 The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

3.2.3 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.6 The Owner shall forward all instructions to the Contractor through the Architect.

3.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Architect. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or

the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portions of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental

fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

- 1 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- 2 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;
- 3 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information an estimated progress sched-

ule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to him for the Owner upon completion of the Work.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.

4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 2.2.14. All such

work of the Work shall be in accordance with approved submittals.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the Owner through the Architect.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom,

and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such litigation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

4.18.2 In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any

such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner or the Architect has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsibly in submitting names as required by Subparagraph 5.2.1.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legal is required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Said agreement shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award

separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up

and charge the cost thereof to the contractors responsible therefor as the Architect shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or in the Contract Documents.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

7.7.2 If the Architect determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

7.7.4 If the Architect is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

INTEREST

7.8.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing at the place of the Project.

ARBITRATION

7.9.1 All claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof, except as provided in Subparagraph 2.2.11 with respect to the Architect's decisions on matters relating to artistic effect, and except for claims which have been waived by the making or acceptance of final payment as provided by Subparagraphs 9.9.4 and 9.9.5, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, the Architect, his employees or consultants except by written consent containing a specific reference to the Owner-Contractor Agreement and signed by the Architect, the Owner, the Contractor and any other person sought to be joined. No arbitration shall include by consolidation, joinder or in other manner, parties other than the Owner, the Contractor and any other persons substantially involved in a common question of fact or law, whose presence is

required if complete relief is to be accorded in the arbitration. No person other than the Owner or Contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Owner-Contractor Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.9.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association, and a copy shall be filed with the Architect. The demand for arbitration shall be made within the time limits specified in Subparagraph 2.2.12 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.9.3 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Architect not more than twenty days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Architect an itemized Application for Payment, notarized if required, supported

by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques,

quences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENT

9.5.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Subcontractors in similar manner.

9.5.3 The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

9.5.4 Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Architect may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. If the Architect is unable to make representations to the Owner as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Architect may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- 1 defective work not remedied,
- 2 third party claims filed or reasonable evidence indicating probable filing of such claims,
- 3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,

- 4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- 5 damage to the Owner or another contractor,
- 6 reasonable evidence that the Work will not be completed within the Contract Time, or
- 7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents any amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will:

promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- 1 unsettled liens,
- 2 faulty or defective Work appearing after Substantial Completion,
- 3 failure of the Work to comply with the requirements of the Contract Documents, or
- 4 terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- 1 all employees on the Work and all other persons who may be affected thereby;
- 2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- 3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Architect.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages covered by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.1B.

11.1.4 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that

coverages afforded under the policies will not be cancelled until at least thirty days' prior written notice has been given to the Owner.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the Owner does not intend to purchase such insurance for the full insurable value of the entire Work, he shall inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of himself, his Subcontractors and the Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by failure of the Owner to purchase or maintain such insurance and to so notify the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 9.3.2.

11.3.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.3 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interest may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.8. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

11.3.4 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

11.3.5 If the Contractor requests in writing that insurance for risks other than those described in Subparagraphs 11.3.1 and 11.3.2 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.3.6 The Owner and Contractor waive all rights against (1) each other and the Sub-contractors, Sub-subcontractors, agents and employees each of the other, and (2) the Architect and separate contractors, if any, and their sub-contractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Subparagraph 4.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, Subcontractors and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.6.

11.3.7 If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration in which case the procedure shall be as provided in Paragraph 7.9. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

11.3.8 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided in Paragraph 7.9. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.3.9 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- 1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 by the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion

or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Architect will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor.

The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the Owner.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraph 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which an obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority

having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor because the Architect has not issued a Certificate for Payment as provided in Paragraph 9.7 or because the Owner has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

GENERAL REQUIREMENTS

I. SUMMARY OF WORK

It is intended that five units of Family Housing shall be constructed within the premises and property at 12-14 Sherman Street, Portland, Maine. The various items of work necessary for the new construction are herein specified under the respective categories of work or shown on the accompanying drawings, and shall be included in any contract(s) made for the performance of the respective divisions of work. Such contracts shall also include necessary details reasonable and incidental for the proper execution and completion of such work.

II. STANDARDS

Materials and construction standards shall be in accordance with the latest edition of these following standards:

- a. U.S. Department of Housing and Urban Development Minimum Property Standards, Multi-family Housing 4910.1;
- b. U.S. Department of Housing and Urban Development Manual of Acceptable Practices to HUD, MPS. 4930.1;
- c. National Fire Protection Association, Life Safety 101 - 1981
- d. EOCA Basic Building Code, 1981
- e. BOCA Mechanical Code, latest edition
- f. National Electrical Code, 1981
- g. Maine Plumbing Code, 1981
- h. Maine O.E.R. Manual of Acceptable Practices 1982
- i. MSHA Construction Requirements, (appendix B)

III. GENERAL CONDITIONS

- a. Except as modified hereafter in the Supplementary General Conditions, the AIA Standard Document No. A-201, "The General Conditions of the Contract for the Construction of the Buildings", April 1970, twelfth edition, shall apply to this contract. Those Conditions become part of the Contract Documents and a copy is herein enclosed.

General Requirements

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- b. The Contractor shall be thoroughly familiar with all provisions of the Contract Documents before starting work.
- c. Anything called for by any Documents shall be as binding as another. Where there is a conflict between or within the Documents, notify the Architect for a resolution before proceeding.
- d. It is the intention of the Contract Documents to describe and communicate the directions to procedure for completion of a complete building facility. Where there is doubt as to actual materials intended or needed, assume not the least expensive, not the most expensive, but the most serviceable products or materials.
- e. Comprehensive General and Comprehensive Automobile Liability Insurance in minimum limits of \$300,000 per person, \$500,000 per accident and \$300,000 property shall be maintained to cover all work under the Contract.
- f. The Owner shall maintain Fire Insurance as noted in Article 11.1.1 of the General Conditions.

General Requirements

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APPENDIX B
MAINE STATE HOUSING AUTHORITY CONSTRUCTION REQUIREMENTS

I. Standards for Construction and Contractor's Warranty.

The Development shall be constructed according to accepted working drawings and specifications, and in full compliance with applicable building codes and regulations. All materials and equipment shall be new, unless otherwise specified, and all construction shall be of good quality, free from faults and defects.

The Contractor warrants to the Developer, the Architect, and in consideration of the permanent financing of the Development by the Maine State Housing Authority, to the Authority that all construction will be accomplished in compliance with the Standards for Construction stated above.

II. Incorporation of HAP Agreement Provisions.

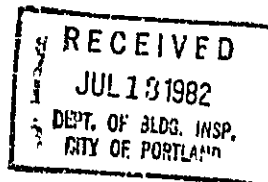
The Developer and the Contractor shall perform any obligations of and be bound by all those provisions of the Agreement to Enter Into a Housing Assistance Payments Contract (HUD Form 52664 A & B) between the Developer and the Authority which require that the Developer secure certain performances or certifications from the Contractor or any subcontractors, which provisions are incorporated hereby reference as such provisions create obligations, undertakings, or agreements to be performed by the Developer or Contractor respectively.

Compliance with the Davis-Bacon Act is one particular such provision summarized here for emphasis. All construction workers shall be paid in accordance with the appropriate Davis-Bacon wage decisions given by the U.S. Department of Labor. The Contractor shall display the wage poster and wage decisions in a prominent location, apt to be seen by all workers, and shall submit weekly payrolls to the Authority. The Contractor is responsible for Davis-Bacon compliance not only for his own workers, but also for his subcontractors and their workers.

III. Construction Contract Retainage.

For construction contracts less than \$450,000 stipulated sum or guaranteed maximum there shall be a 10% retainage on all progress payments made to the Contractor during construction.

For construction contracts from \$450,000 to \$900,000 there shall be a 10% retainage on all progress payments until the total amount of retainage equals \$45,000.



For construction contracts greater than \$900,000, there shall be a 10% retainage on all progress payments until construction is 50% complete.

The Bank or the Authority may determine that sufficient reasons or circumstances exist with respect to a particular Development as to require greater retainage.

The retainage shall be held by the Bank until the Development is substantially complete and until any uncompleted work escrows have been funded as provided in Paragraph IX hereof.

IV. Required on-site facilities.

The Contractor shall provide the following on-site facilities:

- A. A site office of sufficient size for the review and discussion of the construction documents.
- B. A site phone.
- C. A site toilet.
- D. A current set of signed drawings, specifications, and other documents as amended and as accepted by the Authority for the use of the Authority inspector at all times.
- E. A "project sign" which designates the project as an Equal Housing Opportunity project and includes references to the Project name, Developer, Architect, Contractor, Bank, Bonding Company, The Department of Housing and Urban Development, and the Authority. This sign should also provide a phone number for rental information.

V. MCHA Inspections.

A. Contractor requests for Authority inspection


Requests for all "scheduled" inspections described herein shall be provided to the Authority at least 2 working days prior to the desired inspection date either in writing or by telephone.

B. Scheduled Inspections

The Authority requires scheduled inspections of the construction to determine that work is proceeding according to the Standards for Construction stated in Paragraph I above. The Authority reserves the option to make additional inspections for the same

purposes. The scheduled inspections shall be as follows:

1. Excavation Completed: The following items shall be completed and visible for inspection:
 - a. all excavation for footings and foundations;
 - b. forms for footings and any required footing reinforcing steel in place; and
 - c. batter boards or other suitable locating devices in place and wall lines established.
2. Foundation Preparation: The following items shall be completed and visible for inspection:
 - a. forms for walls and any required reinforcing in place; and
 - b. forms shall be aligned, securely braced, and properly oiled.
3. Foundation Completed: The following items shall be completed and visible for inspection prior to placing backfill:
 - a. all footings, foundation walls, piers, and any other foundation work, including rodent barriers; and
 - b. water-proofing and foundation drainage installation
4. Concrete Slabs: An inspection of the noncapillary bed, slab vapor barrier, perimeter insulations, embedded piping, reinforcing steel, etc. shall be made prior to the placement of concrete floor slabs.
5. Close-in: A "close-in" inspection is required to inspect work completed after the initial inspections and prior to the concealment of all building systems. The following construction shall be completed and visible for inspection:
 - a. the structure shall be enclosed with all wall, ceiling, and roof framing exposed;
 - b. masonry veneer, if applicable, shall not be installed;

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- c. interior wall and ceiling finish material and insulation shall not be installed, but roofing may be applied;
 - d. heating, plumbing and electrical work shall be roughed in; and
 - e. footings and foundations for stoops, porches and terraces before backfilling, with any required reinforcing and flashing for slabs in place, before pouring slabs, if not inspected during previous inspections.
6. Final Inspection: At "final inspection", all required construction shall be completed and ready for inspection. The Contractor shall arrange to have the building(s) open for the Authority inspector. The following items shall be completed and ready for inspection:
- a. the dwelling structure completed, cleaned and ready for occupancy. This shall include the installation and operation of permanent equipment, buildings and on-site improvements except for those items specified and accepted as suitable for deferred completion in accordance with the provision for Uncompleted Work Escrows (Paragraph VIII).
 - b. finish grading, seeding, sodding, and landscape planting completed;
 - c. walks and drives completed, including their extension to the public walk, curb or pavement, and utilities installed including their extension and connection to off-site public mains;
 - d. fences, garden walls, retaining walls, and other accessory structures completed;
 - e. off-site improvements, if any, completed;
 - f. all non-compliances noted by Authority inspectors during the construction shall have been corrected and accepted by the Authority;
 - g. As-Built Survey received by the Authority 5 business days prior to inspection.

C. Concealments

If the Authority inspector encounters construction that has been concealed before being inspected as

required by a scheduled inspection or a follow-up thereto, he may require the uncovering of concealed work or an alternative verification acceptable to the Authority. The Authority shall not be liable for the cost of any such uncovering or alternative verification. The inspector shall note on the Field Report any concealment.

D. Reinspections

Any inspection performed which the Authority in its sole discretion determines to be necessary due to an action, omission, or deficiency caused by the Contractor, Developer, or Architect shall be considered a reinspection and shall be billable to the Developer to cover the costs of labor and expense to the Authority. The rate of charge shall be \$15.00 per man-hour for on-site time, \$7.50 per man-hour for travel time from the Authority office to site and return. A maximum charge per inspection shall not exceed \$100.00.

Reinspections shall be made after corrections have been completed and the Contractor or Architect shall notify the Authority of readiness for reinspection as provided in Paragraph IV A above.

E. Inspection Reports

A Field Report is generally provided to the Contractor following each inspection or reinspection. The Contractor must carefully review his copy of the Field Report and correct any non-compliance.

The Authority may, in order to avoid duplication of effort, rely upon the inspection and report of the Architect with respect to any required inspection covered by Paragraph IV B.

A summary Inspection Report is prepared at the Division Office and submitted to the Developer, usually on a monthly basis, and copies of this report are forwarded to the Developer, Architect, Contractor, Bank and Bonding Company if applicable.

VI. Corrective Actions.

Upon its sole determination that the construction is not proceeding in compliance with the Standards for Construction stated in Paragraph I above, the Authority may require of either the Contractor or the Developer or both any of the following corrective actions:

A. Repair or correct non-compliance; then notify the Authority for reinspection.

B. Stop construction in area of non-compliance until further notice.

C. Establish a Full Time Project Representative of the Architect, as provided in the AIA Standard Form of Agreement Between Owner and Architect.

VII. Change Orders

Any modifications, including but not limited to additions, variations, substitutions, or revisions to the Authority accepted Working Drawings and Specifications shall be submitted to the Authority, the Architect, Developer and the Bank for review and acceptance prior to the execution of those changes. All change orders shall be submitted on the Architect's A.I.A. Change Order Form and shall be accompanied by adequate information describing the proposed changes including drawings and description of materials when needed. The Authority may request such additional information as it deems reasonably necessary under the circumstances.

VIII. Contract Administration

It is the responsibility of the Bank and the Architect to administer the construction loan and, in addition, to determine that work conforms to the accepted plans and specifications and applicable building codes and regulations.

IX. Uncompleted Work Escrows

When completion of site improvements is prevented by seasonal conditions or other considerations acceptable to the Authority as being beyond the control of the Contractor, the final inspection shall not include the uncompleted construction provided the Authority finds that the development can be occupied without hazards caused by uncompleted work.

The Authority will require a complete written description of the deferred work, the holding in escrow of a sum of money equal to not less than one and one half times the Authority's estimated cost of completion, and establishment of a suitable date of completion of the deferred items. The Authority will require an inspection of the deferred work upon completion prior to the release of any escrow amount.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

The following SPECIAL CONDITIONS hereinafter specified are explanatory; however, any and all conditions imposed shall be considered within the proposal and be in full effect as a contractual agreement of the successful bidder:

1. Temporary Light and Power

- a. The Contractor shall supply temporary electric power and light.
- b. Furnish all temporary equipment, wiring, lamps, etc., as required for the completion of the work, including the work of all Sub-contractors.
- c. Make all necessary arrangements with the local Utility Company and pay all expenses in connection therewith.

2. Temporary Office

- a. Provide and maintain on the premises where directed but within 100' of the project, equipped with heat, for use by the Architect, Contractors, and Subcontractors. This building shall be removed when directed. A portion of the existing building may be used if the Contractor determines that such use will not impede construction activity.
- b. The Office may be of such size as to use one section as a Storage Shed, or may be separate, but a temporary weathertight shed shall be provided for storage of tools and materials, if such storage cannot be accommodated in the existing building.

3. Temporary Stairs, Ladders, Ramps, Runways and Hoists

Furnish and maintain all equipment, such as temporary stairs, ladders, ramps, scaffolds, hoists, runways, derricks, chutes, elevators, etc., as required for the proper execution of the work by all trades. Remove all temporary facilities upon completion of the work.

4. Temporary Telephone

- a. Install a job telephone.
- b. All long distance and toll calls shall be paid for by the party making the call.
- c. Contractor will pay for installation of said phone.

Temporary Facilities

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5. Temporary Toilet

- a. Provide and maintain continuous sanitary temporary toilet facilities located where directed, but within 100' of project area in a manner agreeable to the Owner.
- b. As soon as conditions of the work will allow, the temporary toilet shall be located within a building as directed. The toilet shall be equipped with a temporary toilet fixture and connected to the sewer.

6. Temporary Heat

The interior of the building shall have a temperature of at least 55 degrees Fahrenheit, for the spackling or plastering of gypsum board, installation of wood finish, installation of floor covering and interior decoration. Provide approved power operated heating and ventilating equipment as necessary.

Should the permanent heating system of the building be sufficiently advanced, the General Contractor may make arrangements for its use for temporary heat. The Heating Contractor shall see temporary radiation and provide service and repairs as specified under "Heating and Ventilating." The General Contractor shall provide electricity, fuel, operation, and attendance.

7. Precautions Against Freezing

- a. The work must be carried on without interruption despite adverse weather and temperature conditions and the Contractor shall provide such protection and conduct his work in such manner as will avoid delay or damage to the work.
- b. For brick and block masonry the following precautions shall be followed: All bricks and blocks delivered in freezing weather shall be fully protected by a weathertight covering such as tarpaulin, Sisalkraft paper, or other weatherproof materials to prevent the accumulation of ice on the brick. Loose board covering will not be approved. All sand shall be heated in such a manner as to remove all frost, ice and excess moisture. The equipment and method used for heating sand shall be as such as will prevent burning or scorching the sand. All water shall be heated to a temperature of approximately 180 degrees F.

When necessary to remove frost or excess moisture, the bricks shall be heated to a temperature of about 180 degrees F. After the mortar has been mixed, it shall be maintained at a temperature of not less than 70 degrees F. nor more than 100 degrees until it has been placed in the masonry. Whenever the temperature is 45 degrees F. and falling, work shall be protected and above precautions taken; when temperature is 40 degrees F. and rising, above methods not necessary, except as directed. All finished work shall be protected against freezing for at least 48 hours. The use of salt or other chemicals intended to lower the freezing point of mortar will not be permitted.

For concrete, the following precautions shall be observed. The sand, stone, and water shall be heated as prescribed above for brickwork. The concrete, when placed in the forms, shall have a temperature not less than 70 degrees nor more than 140 degrees F. Before placing concrete on any form or on any surface or around reinforcement, heat shall be applied in such a manner that snow and ice will be completely removed. No concrete shall be placed on a subgrade that is frozen or contains frozen materials. After being deposited in the forms, concrete shall be kept at a temperature of 50 degrees or more, for at least five (5) days. The use of salts, chemicals, or other materials to lower the freezing point of concrete is prohibited. The use of high early strength cement may reduce the time during which heat is required.

d. Before proceeding with concrete and masonry work, consult with the Architect and obtain his approval of the methods that are to be followed.

8. Drains, Pipes, Wires, etc.

a. All existing drains, pipes, wires, telephone and telegraph poles, etc., in the way of, or disturbed by, the progress of the work are to be removed, replaced, extended or repaired, as circumstances provide desirable.

b. Where such materials are the property of the City or of a public service corporation, the Contractor is to make all necessary arrangements with the City or such corporation.

9. Restoration of Roadways and Pavements

Roadways, pavements and curbs that are broken, damaged, settled or otherwise defective as a result of receiving, handling, storage of materials or the performance of any work under this Contract, shall be fully restored to the satisfaction of the authorities having jurisdiction.

10. Project Sign

Provide and erect a project sign as detailed on drawing included in this specification. Sign shall be constructed of exterior grade Douglas Fir Plywood EXT A-C and dressed framing lumber. Sign and support shall be painted with two (2) coats of trim and shutter paint. Lettering shall be done by qualified sign painter. Location of sign shall be as directed by Architect. Sign shall be erected within thirty (30) days after signing of Contract. No other Contractor, Sub contractor or material signs will be permitted on the site. Maintain and keep in good condition until removal is directed by Architect.

11. There shall be a signed set of drawings and specifications on job at all times. A copy of all approved shop drawings shall also be on site at all times.
12. Provide and maintain access roads and parking area and provide snow removal as necessary.

SECTION 01700
PROJECT CLOSEOUT

Part 1: GENERAL

1.1 Contractor's Responsibilities

a. Before Completion of the project, the Contractor shall be responsible for the following:

- 1) Complete cleaning up of the site and the building, including all new glass.
- 2) Transmission of all maintenance data for heating and plumbing system to the Owner by formal letter with copy to the Architect.
- 3) Transmission of copies of all required guarantees and warranties including his own one (1) year guarantee for the entire project.
- 4) Final inspection by the Architect and other official interested parties will be made at such time that the Architect and Owner and Contractor agree that the work is substantially complete.

Project Closeout - 01700

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SECTION 02100
CLEARING AND GRUBBING

Part 1: GENERAL

1.1 Related Work Specified Elsewhere

- a. Temporary fencing around trees. Section 02200, Earthwork

Part 2: EXECUTION

2.1 Clearing

- a. Clear those areas on the site within the building area where required and as shown on the drawings.
- b. Dispose of cut trees, brush, and cuttings off the site, at the City Landfill or other City approved area.

2.2 Grubbing

- a. Remove and suitably dispose of off the site all cut or existing stumps, brush, and other unusable materials occurring within the building limits, under walks and drives, and all other areas unless covered with at least five feet of fill.

SECTION 02110

DEMOLITION

Part 1: GENERAL

1.1 Related Work Specified Elsewhere

- a. Grout for pointing and repairing existing masonry - Section 04100, Mortar.

1.2 Coordination of Work

- a. The installation of the new sewer, water and electric services shall be completed before removal of these existing services. The Contractor shall coordinate his work with the electric and mechanical trades as necessary for the reasonable prosecution of the work.
- b. Removal or discontinuances of existing mechanical and electrical items shall be done by qualified persons, licensed to perform such work.

Part 2: PRODUCTS

2.1 Materials - General

- a. Materials used to replace, patch or repair existing exposed work shall match or be compatible with existing adjacent surfaces when finished for approval by the Architect.
- b. Materials used for such replacement, patching and repairing shall be as specified in the applicable section of this specification and/or as indicated on the drawings.

Part 3: EXECUTION

- 3.1 General Note: Items to be removed or portions of the buildings noted on drawings for repair, patching, repointing, replacement, etc., are those areas generally observed to require work. Their indication on the drawings or inclusion in the specifications is intended as general directives to the Contractor, but do not limit the responsibility of the Contractor to complete the Work properly.

3.2 Precautions for Removing Existing Work

- a. The removal of all portions of the structure to be removed shall be done with utmost care, using tools and methods that will not transfer any heavy shocks to the remaining portions of the building. All possible care shall be taken to avoid vibration and other disturbances. Repair any damage caused by removal.
- b. Debris shall not be allowed to accumulate and shall be sprinkled during handling and loading.
- c. When removing materials and making openings in walls, etc., the Contractor shall take all precautions and use whatever protection devices, shoring, guard rails, and the like as may be required to assure that the remaining and adjacent portions of the existing work which is to remain is substantially supported and/or not loaded beyond safe limits.
- d. Materials indicated on the drawings to be removed shall be taken down in a workmanlike manner so as not to damage the existing materials noted to remain. Falling of partitions and walls will be strictly prohibited under this Contract.
- e. Where new work joins or abuts existing work, do cutting carefully, accurately and true to lines indicated.

3.3 Exterior Work on Site

Remove items on site as noted on drawings.

3.4 Exterior of Buildings

- a. Remove specific items noted on drawings to be removed. Repair as necessary to match existing adjacent work.
- b. Note removal of most existing wood windows and exterior doors (to be replaced with new windows and doors).
- c. Remove existing brick for new openings where so noted on drawings. Patch adjacent masonry as necessary. Save brick removed for other patching as required by the work of this Section or shown on the drawings.

3.5 Interior of Buildings

- a. Remove all structure, partitions, pipes, ducts, conduit, fixtures, fixed and loose equipment as indicated on the drawings, and/or as required for the proper completion of all Work.

Demolition - 02110

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- b. Cut new openings in brick, concrete, and/or concrete block walls, floors, and partitions where noted on the drawings. Tooth back all cut-outs to match existing work.

3.6 Disposal of Work Removed

- a. Remove non-salvageable refuse and debris which accumulates from the site. It is the responsibility of the General Contractor and his Subcontractors to make all required arrangements for legal disposal of such material in connection with their respective work.
- b. Existing items removed shall become the responsibility of the Contractor and shall be legally disposed of at his expense, unless such existing items to be removed are specifically noted to be saved for reuse as noted herein.
- c. Do not allow refuse or debris of any nature to accumulate to the detriment of the work or to the good appearance of the facility. Refuse and debris shall be gathered and disposed of at frequent, regular intervals, at least once a week.

3.7 Cleaning Up

Rubbish, debris, waste, materials, and salvaged materials from and about the building and tools, scaffolds, apparatus and appliances used shall be removed by the Contractor and his Subcontractors. The premises shall be left in clean condition to make ready for the work as described under other Sections of these specifications and as shown on the drawings.

SECTION 02700

SITE IMPROVEMENTS

Part 1: GENERAL

1.1 Related Work Specified Elsewhere

- a. Placing and Grading of Loam - Section 02800 Landscaping
- b. Loam to be Furnished - Section 02800 Landscaping

1.2 Limit of Work

- a. Do all grading indicated within the Limit of Work Lines (new foliage line) indicated on the Drawings as shown and specified.
- b. Level those areas on the site used to dispose of waste material and blend into the existing landscape.
- c. Take special care to keep all operations within the site limits as shown on the Drawings, unless written permission is obtained from adjoining owners.

1.3 References

- a. Where "MSHC" appears it shall be taken to mean the State of Maine Highway Commission Standard Specifications, Highways and Bridges, Revision of June, 1968 (now Maine Department of Transportation).
- b. Where "AASHO" appears it refers to American Association of State Highway Officials.

1.4 Tests

- a. Take tests for density and/or gradations as herein designated at the option of the Architect. Tests will be performed by an independent testing service approved by the Architect. Costs of testing will be borne by the Contractor.
- b. Submit a sample of the gravel and granular fill proposed for the work to the Laboratory for tests and approvals at least three (3) weeks before materials is placed on the site. Take and package samples in accordance with instructions from the Laboratory.
- c. Compaction tests will be determined on the basis of Laboratory Proctor Tests (modified) A SHO T-180 on samples submitted as in 1.4b above.
- d. Field compaction tests not specified on a comparative basis will be to the percent density later specified for both earth and granular type fills. Tests shall be per AASHO T-191 for coarse granular materials and T-191 or T-205 for fine materials (-#8).

1.5 Protection and Treatment of Existing Structures and Utilities

- a. Notify appropriate owners before excavating adjacent to poles, cables, pipes, and other utilities.
- b. Note that location of existing underground utilities, on Plans, is approximate and may be incomplete. Responsibility for exact location and protection of all utilities rests with the Contractor.
- c. Where location of existing underground utilities differs from that shown on Plans, notify the Architect immediately.
- d. Conflicts between existing utilities and new utilities and/or structures to be built under this Contract shall be reported immediately to the Architect.
- e. If, in the progress of excavation, any utility should become damaged, the General Contractor shall restore to the original condition, at no additional cost to the Owner, anything which has been damaged or disturbed.

1.6 Erosion and Sedimentation Control

- a. The Architect will have the authority to limit the surface area of erodible material and direct the Contractor to provide temporary erosion control measures, such as sodding, check dams, sedimentation basins, etc., to prevent sediment loss from the site limits.
- b. After seeding slopes in excess of 20% (5 on 1) place hay mulch or burlap on slopes for erosion protection.

Part 2: PRODUCTS

2.1 Materials

- a. Subgrade - Random fill, excavation or borrow.
- b. Aggregate Base Crushed - to conform to MSHC 703.6 (a)
- c. Aggregate Sub-Base - gravel to conform to MSHC 703.6 (b)
- d. Fill Around Perimeter Drain Tile - Graded concrete sand (ASTM C-33) or clean, well graded 1/2" sized crushed stone. Stone must be free of dust, silt, and debris.
- e. Clean excavated material used for backfill of all boulders and foreign matter before use.
- f. Backfill Over Pipes - Free of stones over 3" diameter for first one (1) foot over pipes.
- g. Sewer Pipe - PVC Gravity Sewer Pipe.
- h. Perimeter and Land Drain Pipe-Perforated asbestos cement pipe or PVC pipe to sizes shown on the drawings. Furnish sleeve connectors for pipes as required.

- i. Perimeter Drain Inspection Pipe - 4" diameter cast iron pipe. Furnish and install cast iron covers and adaptors as necessary.
- j. Bedding for Sewer and Water Pipes - 3/4" sized crushed or screened stone free of dirt, vegetable matter, or other objectionable matter, in excess of soft, thin, elongated, laminated, or disintegrated pieces.
- k. Sewer Pipe - RCP Class 3, or ACP Class 3300.
- l. Electrical and Telephone Conduit - Furnish conduit for all underground electrical and telephone utilities.
- m. Wood for play structure and walk edging - Spruce, fir or hemlock pressure treated timbers of size and length shown.
- n. Handrail - Top, vertical, and intermediate sections shall be 1 1/2" galvanized steel pipe. Fittings shall be flush type for welding.
- o. Benches - Spruce, fir or hemlock sizes as shown on Drawings. Stain to be selected by Architect.
- p. Concrete Bases - Concrete shall meet the requirements set forth in Section 03300 of these Specifications.

Part 3: Execution

3.1 Layout

- a. Prior to starting site clearing operations, a competent Land Surveyor employed by the General Contractor will stake out all limits of clearing as shown on the Plans. Promptly upon completion of layout work, and before any clearing is done, the Contractor shall arrange a conference on the site with the Architect to verify that the layout is in accordance with the drawings.

3.2 Stripping and Stockpiling Topsoil

- a. The suitability of stripped materials for use as loam or topsoil shall be determined by the Architect. Topsoils shall be stripped to their entire depth from areas within the limit of clearing lines and materials intended for reuse shall be stored in designated locations approved by the Architect. Stripped topsoil shall be cleaned of clay, large stones, debris, and peat.

3.3 Embankments and Fills

- a. Use fill or borrow specified for embankments to subgrade elevation. Place fill in 6" horizontal layers. Thoroughly compact each layer with vibratory compactors before the next layer is placed. Where conditions warrant and are suitable, the first thickness of the first layer placed on existing ground may be increased to 12". Compact to 95%, maximum density under walks.